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## Hamilton Sundstrand Aerospace



# Hamilton Sundstrand

A United Technologies Company

Hamilton Sundstrand  
4747 Harrison Avenue  
P.O. Box 7002  
Rockford, IL 61125-7002  
(815) 226-6136

August 26, 2011

Thomas Turner  
United States Environmental Protection  
Agency, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3507

Kimberly A. Geving  
Assistant Counsel  
Division of Legal Counsel  
Illinois Environmental Protection Agency  
1021 North Grand Avenue  
PO Box 19276  
Springfield, IL 62794-9276

Re: Southeast Rockford Groundwater Contamination Superfund Site/Transmittal of  
Recorded Environmental Covenant

Dear Tom and Kimberly,

In accordance with Paragraph 17(C.) of the enclosed final, fully executed Environmental Covenant, Hamilton Sundstrand Corporation (HSC) is transmitting a recorded copy of the Environmental Covenant, stamped and dated 08/03/2011. HSC will also be transmitting a copy of the recorded document to the City of Rockford's Legal Department, atten. Patrick Hayes, Legal Director. Regarding other person's holding a recorded interest in the Property, identified on Appendix D, these are encumbrances dating back to the late 1940's, early 1950's. HSC is working to obtain contact information from these older documents, however, these documents may not provide the necessary information. We will keep you apprised of our efforts on this item.

Sincerely,

Victoria M. Haines

Cc: Scott Moyer UTC (via e-mail)  
Paul Jagiello, IEPA (via-e-mail)  
Elizabeth Wallace, IAG Office (via e-mail)

Enclosure

54 75 TH  
V# 8279

100-00-117 00707



\* 2 0 1 1 1 0 2 6 2 7 3 2 3 \*

20111026273

Filed for Record in  
WINNEBAGO COUNTY, IL  
NANCY MCPHERSON, RECORDER  
08/03/2011 01:26:31PM  
ENVIRONMENT 54.75

**This instrument was prepared by:**

Name: Hamilton Sundstrand Corporation  
Address: 4747 Harrison Avenue  
Rockford, IL 61125  
Attn: Legal Department

**Please return this instrument to:**

Name: Hamilton Sundstrand Corporation  
Address: 4747 Harrison Avenue  
Rockford, IL 61125  
Attn: Legal Department

**ENVIRONMENTAL COVENANT**

1. This Environmental Covenant is made this 13 day of July, 2011, by and among Hamilton Sundstrand Corporation (Grantor) and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

**2. Property and Grantor.**

**A. Property:** The real property subject to this Environmental Covenant is defined as the "Hamilton Sundstrand Property" in the Consent Decree in the case of *United States of America and the State of Illinois v. Hamilton Sundstrand Corporation*, Civil Action No. 08-CV-50129 (N.D.Ill.) (the "Consent Decree") located in the City of Rockford, Winnebago County, Illinois and is legally described in Appendix A, hereinafter referred to as the "Property". The county parcel number(s) for this Property are PIN 11-36-352-001 and PIN 11-36-351-001.

**B. Grantor:** Hamilton Sundstrand Corporation is the current fee owner of the Property and is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is Hamilton Sundstrand Corporation, 4747 Harrison Avenue, Rockford, IL 61125, Attn: Legal Department.

**3. Holders (and Grantees for purposes of indexing).**

**A.** The Illinois Environmental Protection Agency (Illinois EPA) is a Holder (and

Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276.

**B.** Hamilton Sundstrand Corporation is a Holder (and Grantee for purposes of Indexing) of this Environmental Covenant pursuant to UECA. The mailing address of Hamilton Sundstrand Corporation is 4747 Harrison Avenue, Rockford, IL 61125, Attn: Legal Department. Regardless of any future transfer of the Property, Hamilton Sundstrand Corporation shall remain a Holder of this Environmental Covenant. Hamilton Sundstrand Corporation is to be identified as both Grantee and Grantor for purposes of indexing.

**4. Agencies.** The Illinois EPA and the United States Environmental Protection Agency (U.S. EPA) are "Agencies" within the meaning of Section 2(2) of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

**5. Environmental Response Project and Administrative Record.**

**A.** This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.

**B.** The Property is located within part of Source Area 9/10 of the Southeast Rockford Groundwater Contamination Superfund Site ("Site"), located within the approximate boundaries of Eleventh Street on the east, Twenty-third Avenue on the north, Harrison Avenue on the south, and Sixth Street on the west, in Rockford, Winnebago County, Illinois, and is undergoing environmental remediation pursuant to Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601 et al. (as hereinafter defined). On March 31, 1989, pursuant to Section 105 of CERCLA, U.S. EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register at 54 Fed. Reg. 13,296. Activity and Use Limitations are required under the plan for environmental remediation approved by the Agencies at the Property as set forth in Paragraph 7 below.

**C.** Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the Site.

**D.** The Administrative Record for the environmental response project at the Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7<sup>th</sup> Floor, 77 West Jackson Blvd, Chicago, Illinois 60604. Persons may also contact Illinois EPA, Bureau of Land, #24, 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276 for the Administrative Record or other information concerning the Site.

**6. Grant of Covenant. Covenant Runs With The Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on

all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property:

A. **Restricted Land Use:** All uses of the Property are prohibited except those compatible with industrial land use. Examples of land uses that are prohibited include: residential uses; occupancy on a 24-hour basis; and uses to house, educate or provide care for children, the elderly, the infirm, or other sensitive subpopulations.

B. **Restricted groundwater use:** Except as required as part of an U.S. EPA or Illinois EPA approved response activity, construction of wells and activities that extract, consume, or otherwise use any groundwater are prohibited on the Property.

C. **No interference with the engineered barrier or hazardous waste cap:** Except as provided in a plan approved in writing by U.S. EPA, after reasonable opportunity for review and comment by Illinois EPA, the following activities are prohibited in the engineered barrier or hazardous waste cap portion of the Property, described in Appendix B: a) any excavation or other intrusive activity that could affect the integrity of the hazardous waste cap or engineered barrier; b) any disturbance of the hazardous wastes underneath the engineered barrier or cap; and c) any interference with or covering of the "capped iron (set)" permanent markers placed at boundaries of the hazardous waste engineered barrier or cap at the locations identified in Appendix B.

D. **Other Institutional Controls and Monitoring Wells:** Except as provided in a plan approved in writing by U.S. EPA, after reasonable opportunity for review and comment by Illinois EPA, the following activities are prohibited: a) any other digging, excavation, construction or other activity that could or would interfere with, or adversely affect, the integrity of any engineering control implemented as part of the Remedial Action at the Property; b) any uses of the Property areas affected by the Remedial Action that are incompatible with soil cleanup standards; c) failure to implement any other Institutional Controls or restrictions set forth in the approved Institutional Control Implementation and Assurance Plan and/or O & M Work Plan for the Property; and d) interfering with the existing monitoring wells in use as indicated in Appendix C.

8. **Right of Access.** Grantor consents to officers, employees, contractors, and authorized representatives of the Illinois EPA and U.S. EPA entering and having continued access at reasonable times to the Property for the following purposes:

- A. Implementing, operating and maintaining the environmental response project described in paragraph 5 above;
- B. Monitoring and conducting periodic reviews of the environmental response project described in paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;

- C. Verifying any data or information submitted to U.S. EPA or Illinois EPA by Grantor; and
- D. Verifying that no action is being taken on the Property in violation of the terms of this instrument or any federal or state environmental law or regulation related to the performance of the environmental response project described in paragraph 5 above.

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), RCRA or other federal and state law.

9. **Reserved rights of Grantor:** Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation:**

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

**THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF WINNEBAGO COUNTY, ILLINOIS ON 8-63-2011 AS DOCUMENT NO. 2011024273 IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.**

B. Grantor agrees to provide written notice to Illinois EPA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new Owner, and the portion of the Property conveyed to that Owner.

12. **Enforcement and Compliance.**

A. **Civil Action for Injunction or Equitable Relief.** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the

Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. the Illinois Environmental Protection Agency;
- ii. the Holders of the Environmental Covenant; and
- iii. the U.S. Environmental Protection Agency.

**B. Other Authorities Not Affected. No Waiver of Enforcement.** All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA or Illinois EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA and Illinois EPA and any forbearance, delay or omission to exercise their rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA or Illinois EPA.

**C. Former Owners And Interest Holders Subject to Enforcement.** An Owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the Owner or other person which occurred during the time when the Owner or other person was bound by this Environmental Covenant regardless of whether the Owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

**13. Waiver of certain defenses:** This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

**14. Representations and Warranties:** Grantor hereby represents and warrants to the Illinois EPA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on **Appendix D** attached hereto, and that the Grantor will forever warrant and defend such title thereto and the quiet possession thereof as same existed at time of execution of this Environmental Covenant. After recording this instrument, Grantor will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on **Appendix D**.

15. **Amendment or Termination.** Except the Illinois EPA and U.S. EPA, and as otherwise provided in this Section 15, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended, modified or terminated, as may be proposed by the Illinois EPA, U.S. EPA or the current owner of the fee simple of the Property, only if the amendment, modification or termination is signed by the Illinois EPA, the U.S. EPA and the current owner of the fee simple of the Property, unless waived by the Agencies. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant. Notwithstanding the foregoing, each party reserves its rights to use the dispute resolution procedures in Section XIX of the Consent Decree concerning any amendment, modification or termination of this Environmental Covenant.

16. **Notices:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Hamilton Sundstrand Corporation

4747 Harrison Avenue  
Rockford, IL 61125  
Attn: Legal Department

To Holder:

Hamilton Sundstrand Corporation  
4747 Harrison Avenue  
Rockford, IL 61125  
Attn: Legal Department

To Agencies:

U.S. Environmental Protection Agency  
Superfund Division Director  
77 West Jackson Boulevard  
Chicago, IL 60604

Illinois Environmental Protection Agency  
Chief, Bureau of Land  
1021 N. Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62794-9276



**17. Recording and Notice of Environmental Covenant, Amendments and Termination.**

**A. The Original Environmental Covenant.** An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

**B. Termination, Amendment or Modification.** Within 30 days after Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Owner any termination, amendment or modification of this Environmental Covenant, the Owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

**C. Providing Notice of Covenant, Termination, Amendment or Modification.** Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EPA;
- ii. the U.S. EPA;
- iii. each person holding a recorded interest in the Property, including those interests in Appendix D;
- iv. each person in possession of the Property; and
- v. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the Owner shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

**18. Compliance Reporting.** The Owner shall submit to Illinois EPA on an annual basis a written report confirming compliance with the Activity and Use Limitations provided in Paragraph 7. Reports shall be submitted on the first July 1 that occurs at least six months after the effective date of this Environmental Covenant, and on each succeeding July 1 thereafter. Owner shall notify the Illinois EPA as soon as possible of any actions or conditions that would constitute a breach of the Activity and Use Limitations in Paragraph 7.

**19. General Provisions:**

**A. Controlling law:** This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

**B. Liberal construction:** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Grantor to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation in a manner as reflected in and consistent with the Consent Decree. If

any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. No Forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**D. Joint Obligation:** If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

**E. Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**20. Effective Date.** This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and U.S. EPA, whichever is later.

**21. List of Appendices:**

**Appendix A – Legal Description and map of the Property**  
**Appendix B – Legal Description and survey of engineered barrier**  
**Appendix C – Location of monitoring wells**  
**Appendix D – List of Recorded Encumbrances**

[Signature Pages to follow]

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

**FOR THE GRANTOR:**

HAMILTON SUNDSTRAND CORPORATION

By [Signature] (signature)

[Name of signer] Andreas Schell (print)

[Title] President Electric Division (print)

State of Illinois )

) SS.

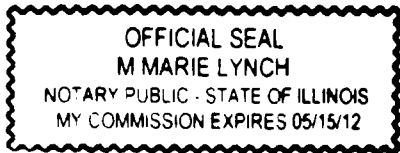
County of Winnemac )

On May 20, 2011, this instrument was acknowledged before me by Andreas Schell, Rockford Site President of Hamilton Sundstrand Corporation, on behalf of Hamilton Sundstrand Corporation.

[Signature]

Notary Public

My Commission Expires 5/15/2012



**FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

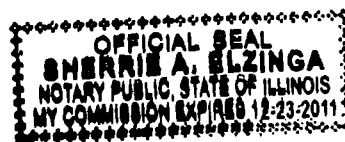
By Lisa Bonnett (signature)

\_\_\_\_\_, Director  
Illinois Environmental Protection Agency

State of Illinois                    )  
  )SS.  
County of                            )

This instrument was acknowledged before me on July 14, 2011, by Lisa BONNETT, a delegate of the Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

Sherrill A. Elger (signature)  
Notary Public  
My Commission Expires 12/23/2011



**FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

On behalf of the Administrator of the  
United States Environmental Protection Agency

By: Richard C Karl  
Richard C. Karl, Director  
Superfund Division  
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF COOK       )

The foregoing instrument was acknowledged before me this 10<sup>TH</sup> day of  
JUNE, 2011, by Richard C. Karl, Director, Superfund Division, Region 5 of the United  
States Environmental Protection Agency.

John V Fagiolo (signature)  
Notary Public  
My Commission Expires 3/13/14



## **Appendix A: Legal Description and Map of Property**

## **Appendix A – Legal Description and map of the Property**

The Property is located in the City of Rockford, Winnebago County, State of Illinois and more particularly described as:

Common Address: 2421 11<sup>th</sup> Street, Rockford, IL; 2400 Twenty-third Ave., Rockford, IL

Legal Description: See attached

Real Estate Tax Index or Parcel #: PIN 11-36-352-001 and PIN 11-36-351-001.

Parcel 1 (Former Plant 2)

Lots Ten (10) through Lot Twenty five (25) as designated upon the Plat of E. W. Brown's Resubdivision, the Plat of which Resubdivision is recorded in Book 86 of Deeds on page 354 in the Recorder's Office of Winnebago County, Illinois, bounded and described as follows, to wit: Beginning at the Northwest corner of said Lot 25; thence North 89 degrees 09 minutes 47 seconds East, along the North line of said E. W. Brown's Resubdivision, 793.46 feet to the Northeast corner of said Lot 10; thence South 00 degrees 02 minutes 47 seconds West, along the East line of said Lot 10, a distance of 150.00 feet to the Southeast corner of said Lot 10; thence South 89 degrees 09 minutes 47 seconds West, along the South line of E. W. Brown's Resubdivision as aforesaid, 793.72 feet to the Southwest corner of Lot 25 as aforesaid; thence North 00 degrees 07 minutes 33 seconds East, along the West line of said Lot 25, a distance of 150.00 feet to the point of beginning. Situated in the City of Rockford, the County of Winnebago and the State of Illinois. Containing 2.733 acres more or less.



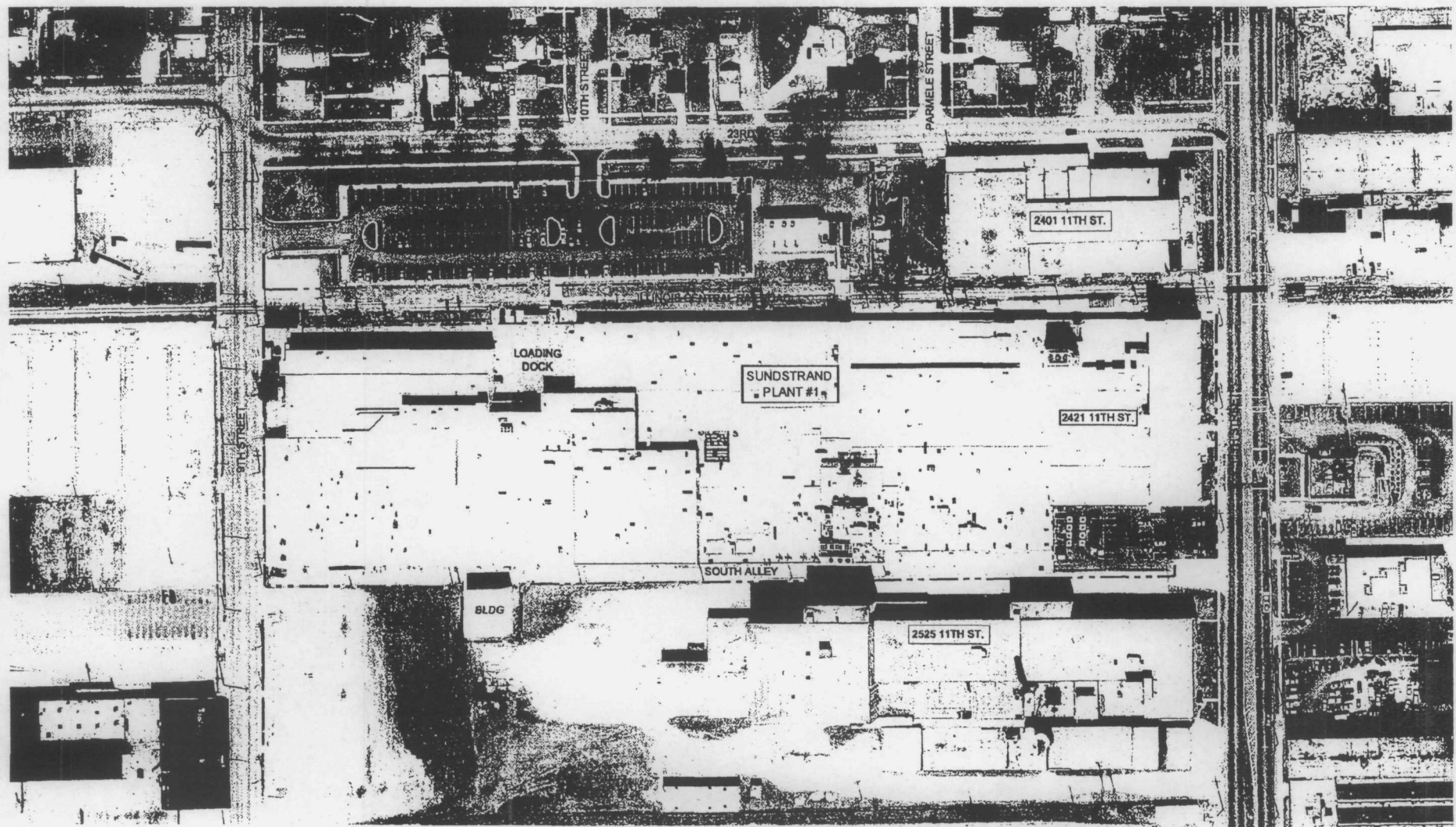
Parcel 2 (Plant 1)

Part of Blocks Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) as designated upon the Plat of Union Park Subdivision being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section Thirty six (36), Township Forty four (44) North, Range One (1) East of the Third (3rd) Principal Meridian, the Plat of which Subdivision is recorded in Book 10 of Plats on page 14 in the Recorder's Office of Winnebago County, Illinois, and also lands formerly constituting parts of Parmele Street, 10th Street and 24th Avenue, as designated upon said Plat, which parts of said Streets and Avenue have all heretofore been vacated, bounded and described as follows, to wit: Commencing at the Southeast corner of Block 13 as aforesaid; thence South 00 degrees 00 minutes 00 seconds East, along the West line of 11th Street, 33.00 feet to the point of beginning for the following described parcel; thence South 89 degrees 09 minutes 47 seconds West, along a line which prior to vacation thereof constituted the centerline of 24th Avenue (now vacated), 914.20 feet; thence South 00 degrees 07 minutes 33 seconds West, parallel with the East line of 9th Street, 75.00 feet; thence South 89 degrees 09 minutes 47 seconds West, parallel with the centerline of vacated 24th Avenue, 75.00 feet; thence North 00 degrees 07 minutes 33 seconds East, parallel with the East line of 9th Street, 75.00 feet to its intersection with said centerline of vacated 24th Avenue; thence South 89 degrees 09 minutes 47 seconds West, along said centerline, 255.32 feet to the East line of 9th Street; thence North 00 degrees 07 minutes 33 seconds East, along the East line of 9th Street, 336.00 feet; thence North 89 degrees 09 minutes 47 seconds East parallel with the centerline of vacated 24th Avenue as aforesaid, 1243.78 feet to its intersection with the West line of 11th Street; thence South 00 degrees 00 minutes 00 seconds East, along the West line of 11th Street, 336.00 feet to the point of beginning. Situated in the City of Rockford, the County of Winnebago and the State of Illinois. Containing 9.725 acres more or less.

Dated this 23<sup>rd</sup> day of May, 2008

Order No. 23329

(00/00/11) 00752




**LEGEND:**

--- PROPERTY BOUNDARY

0 120 240  
APPROXIMATE SCALE (FEET)



 <b>SECOR</b> 448 EISENHOWER LANE NORTH LOMBARD, ILLINOIS 60148 PHONE: (630) 782-1880 FAX: (630) 782-1891		FOR: HAMILTON SUNDSTRAND ROCKFORD, ILLINOIS		PROPERTY BOUNDARY HAMILTON SUNDSTRAND PLANTS #1 AND #2		FIGURE <b>1</b>
		JOB NUMBER: 13UN 02072.08.0001	DRAWN BY: JC	CHECKED BY: KW	APPROVED BY: KW	DATE: 5/23/08

FILEPATH:F:\Work\Autocad\Figures\UTC\051 Figures 1.2+1.3+2.1+3.2.dwg[jcsb]May 23, 2008 at 14:31[Layout: Figure 1.2

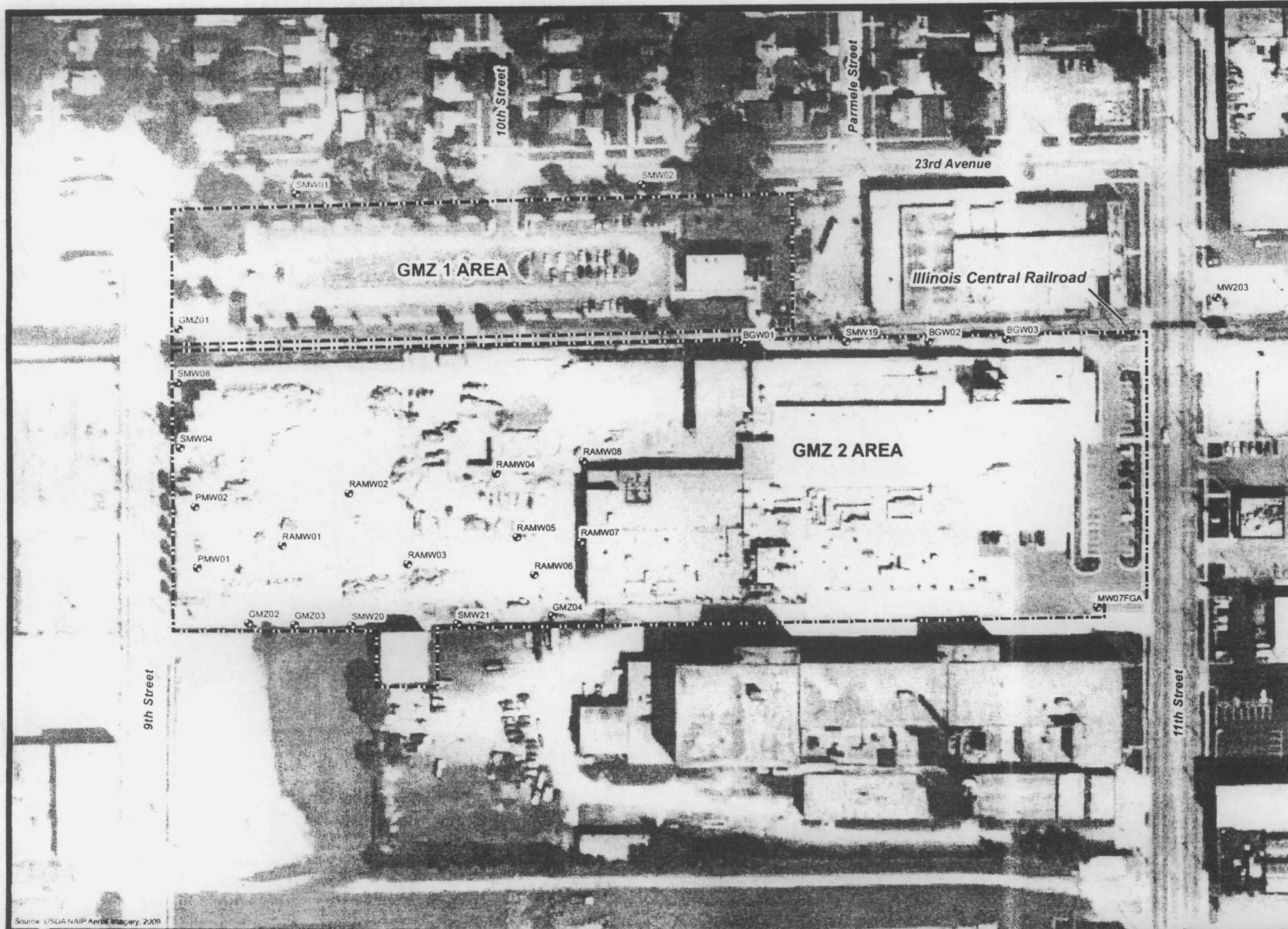
## **Appendix B: Description of Engineered Barrier and Map**

***Description and location of the Engineered Barrier***

The engineered barrier will be a clay cap and will be the same dimensions as the Outside Storage Area, which is an area of 50 feet wide by 65 feet long. The top three feet of backfill material will be clean clay soil. The soil will be placed in one foot lifts over the excavated area and compacted with the excavating equipment. The area will then be top dressed with suitable topsoil and seeded with grass to minimize erosion and for aesthetic purposes. The engineered barrier will be located in the northwest portion of the Property adjacent to the public right of way (concrete sidewalk) east of 9<sup>th</sup> Street. The area is surrounded by a chain link security fence

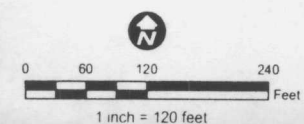


## **Appendix C: Map of Monitoring Wells**



# LEGEND:

- Monitoring Well
- Site and GMZ Boundary



2. Initial and GMZ Well Network Property

Source: USGS Aerial Imagery, 2000



Stantec

PREPARED FOR  
AREA 5/10 REMEDIAL ACTION  
SOUTHEAST ROCKY MOUNT GROUNDWATER  
CONTAMINATION SUPERFUND SITE  
HAMILTON SUNGSTRAND  
CORPORATION PLANT 12  
ROCKY MOUNT, ILLINOIS

JOB NUMBER  
182602078

DRAWN BY  
TF

CHECKED BY

HSC - PROPERTY MONITORING  
WELL LOCATIONS

SP

APPROVED BY

AG

DATE  
04/08/11

#### Appendix D—List of Recorded Encumbrances

1. Notice of Consent Decree, Remedial Action and Future Land Use Restrictions and Institutional Controls made by Hamilton Sundstrand Corporation, a Delaware Corporation dated March 10, 2011 as Document No. 20111010006.
2. Reservation of all uranium, thorium and other materials determined pursuant to Section 5B(1) of the Atomic Energy Act of 1964 (60 Stat 761) to be peculiarly essential to the production of fissionable material together with the right to mine and remove same making just compensation therefore. For further terms see record as reserved in Quit Claim Deed dated November 18, 1948 and recorded December 2, 1948 in the Recorder's Office of Winnebago County, Illinois in Book 641 on Page 287.
3. Indenture Creating Easement made by and between Oscar M. Lindgren and Sylvia M. Lindgren and Sundstrand Machine Tool Co., an Illinois Corporation dated April 28, 1950 and recorded May 5, 1950 in Book 700 on Page 486 as Document No. 650599 for the benefit of the premises in question, and terms and conditions thereof.
4. Building line as shown on the Plat of E.W. Brown's Subdivision.